

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
Time Stamp
2009 JUN 25 P 2:10

TOTAL BASE BID 331,085.

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, June 25, 2009

Project Manager: Huy Nguyen – 975-7350

**MOORPARK/WEST SAN JOSE SANITARY SEWER
IMPROVEMENT**

BIDDER NAME: Ranger Pipelines, Inc

☒ Bond ☐ Cashier's Check _____

☒ Addendums Included (~~)~~

YES _____ NO _____

☒ NonCollusion Affidavit

YES _____ NO _____

PROPOSAL TO CITY OF SAN JOSE
FOR
MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT

Name of Bidder: Ranger Pipelines, Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **Wednesday, May 27, 2009**, entitled **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT** and the Specifications approved by the Director of Public Works on **Wednesday, May 27, 2009**, entitled **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES

ITEM NO	SPEC. SECTION	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1a.	5-2	Street Clean-Up (\$500/day) (Revocable)	Day	30	\$500.00	\$15,000.00
1b.	5-2	Street Clean-Up (Additional unit price above minimum price listed in item 1a above) (Revocable)	Day	30	1	30
2.	11-1	Mobilization	L.S.	1	15,000	15,000
3.	12-1	Traffic Control	L.S.	1	2,000	2,000
4a	12-2	Police Officers (\$46.00/hour) (Revocable)	Hr.	40	\$46.00	\$1,840.00
4b	12-2	Police Officers (Additional unit price above minimum price listed in item 4a above) (Revocable)	Hr.	40	1	40
5.	15-1.2	Additional Potholing (Revocable)	Ea.	2	250	500
6.	25-1	Additional Backfill Material (Revocable)	Ton	100	5	500
7.	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	50	100	5000
8.	81-2	Remove and Replace Survey Monument (Revocable)	Ea.	2	500	1,000
9.	1301-4	Temporary Trench Pavement (Revocable)	L.F.	1105	1	1105
10.	1301-5	Geotextile	L.F.	1105	1	1105
11.	1301-6	Bedding Stabilization Material (Revocable)	Ton	40	15	600
12.	1302-2	Removal & Installation of 6-inch ES VCP	L.F.	1105	170	187,850
13.	1302-4	Trench Sheet piling, Shoring, and Bracing	L.S.	1	10,000	10,000
14.	1302-5	Reconnect Existing Sanitary Sewer Lateral	Ea.	9	500	4,500
15.	1302-5	Replace 4-inch Sanitary Sewer Lateral (Revocable)	L.F.	280	40	11,200
16.	1302-6	Standard Sanitary Sewer Cleanout (Revocable)	Ea.	2	300	600

17.	1305-1	New Standard Sanitary Sewer Manhole (Standard details D-11)	Ea.	2	6,000	12,000
18.	1501-3	Trial Diversion (Revocable)	L.S.	1	500	500
19.	1501-3	Diversion of Sewage Flows	L.S.	1	2,000	2,000
20.	1501-4	Sanitary Sewer Lateral Reinstatement	Ea.	8	500	4,000
21.	1501-6	Removal of Manhole Rungs	Ea.	12	300	3,600
22.	1501-7	Point Repair of Sanitary Sewer Pipe (Revocable)	Ea.	10	1,000	10,000
23.	1501-8	Cleaning of Pipelines	L.F.	1005	3	3015
24.	1502	Installation of CIPP Liner in 6-inch VCP	L.F.	1005	20	20,100
25.	1503	Manhole Rehabilitation	Ea.	12	1,500	18,000
TOTAL						331,085

The Contractor shall indicate, in the space provided below, the name and manufacturer of the CIPP Liner product to be used for this project, and failure to do so shall render the bid proposal non-responsive. The CIPP Liner product to be used for this project shall have passed testing in accordance with ASTM D 543 by the time of the bid opening, and failure to have passed shall render the bid proposal non-responsive.

Name of CIPP Liner Product:

M- Tube

Name of Manufacturer:

Mississippi Textile Corp.

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT.

THOMAS HUNT
(print name)

, being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on June 25th, 2009

Ranger Pipelines, Inc.

Legal Company Name

CORPORATION

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 4454942210

Expiration Date: 4/15/2010

State Contractor Lic. No.: 417996

Classification: A, B

Expiration Date: 2/28/2010

Federal I. D. No.: 94-2791495

Address: P.O. Box 24109
SAN FRANCISCO, CA 94124

By: Thomas Hunt

Telephone: 415-822-3700

Title: PRESIDENT

NOTARY

On 06/25/09 before me, K. Kramer, a notary Public, personally appeared

Thomas Hunt

(name and title of officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

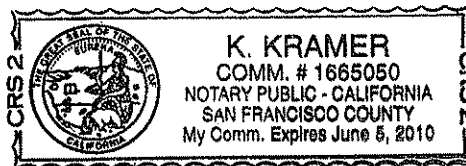
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Notary Public

(Seal)



Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

37NONFED.doc
15489-33 - Moorpark / West
San Jose Sanitary Sewer Improvement

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

CONTRACT AMOUNT

Please See Attached

[illegible][illegible]

A. Project Name:

Berkeley- Sanitary sewer Rehabilitation & Replacement

B. Firms role and percent of work performed:

Prime Contractor, 100% of Work Performed.

C. Location of Project:

Berkeley, Ca

D. Description of Project:

Rehabilitation and construction of approximately 3,300 LF of 6" and 8" diameter Sanitary sewer, construction of manholes, manhole removal & rehabilitation, replacement of approximately 2,120 LF of 4" diameter sewer laterals and related work.

E. Name address and Phone Number of the Owner, including Owner Contact:

City of Berkeley

Contact: Jamie Robles

Engineering Division, 4th Floor

Ph: 510-981-6400

Berkeley, Ca 94704

F. Name and address of the design engineer, including contact:

City of Berkeley

Engineering Division, 4th Floor

Berkeley, Ca 94704

G. Name and address of the Construction Manager, including Contact:

City of Berkeley

Engineering Division, 4th Floor

Berkeley, Ca 94704

H. Contract Amount:

\$414,540

Final Contract Amount:

\$338,379.97

After Award the contract was reduced as some of the work included in it had been completed by a previous contractor.

A. Project Name:

Cheney Drive Sanitary Sewer Rehabilitation

B. Firms role and percent of work performed:

Prime Contractor, 100 % of Work Performed.

C. Location of Project:

San Jose, Ca

D. Description of Project:

Removal and replacement of 769 LF of 6" Diameter Vitrified Clay Pipe, rehabilitate 1,358 LF of 6" Cast Iron pipe using cured in place liner method, remove and replace storm laterals, 4 sanitary sewer manholes, rehabilitate 7 existing sanitary manholes and the reconnection of active sewer service laterals.

E. Name address and Phone Number of the Owner, including Owner Contact:

City of San Jose

1661 Senter Rd, Bldg A, 3rd Fl

San Jose, CA 95112

Contact: David Montenegro

Ph: 408-998-6006

F. Name and address of the Inspector, including contact:

City of San Jose

1661 Senter Rd, Bldg A, 3rd Fl

San Jose, CA 95112

Contact: Lisa Tarazon

Ph: 408-718-4002

G. Name and address of the Construction Manager, including Contact:

City of San Jose

1661 Senter Rd, Bldg A, 3rd Fl

San Jose, CA 95112

Contact: David Montenegro

Ph: 408-998-6006

H. Contract Amount:

\$321,020.40

A. Project Name:

North Orinda Sewer Renovations – Phase 2.1

B. Firms role and percent of work performed:

Prime Contractor, 97% of Work Performed.

C. Location of Project:

North Orinda, Ca

D. Description of Project:

The work consisted of the installation of approximately 3,700 feet of 8-inch diameter sanitary sewer by open cut and horizontal drill method within backyard easements that paralleled and crossed creeks.

E. Name address and Phone Number of the Owner, including Owner Contact:

Central Contra Costa Sanitary District
5019 Imhoff Place,
Martinez, Ca 94553

Contact: Munawar Husain
Ph: 925-229-7362

F. Name and address of the Design Engineer, including contact:

Central Contra Costa Sanitary District
5019 Imhoff Place,
Martinez, Ca 94553

Contact: Dana Lawson
Ph: 925-229-7362

G. Name and address of the Inspector, including Contact:

Central Contra Costa Sanitary District
5019 Imhoff Place,
Martinez, Ca 94553

Contact: Edgar Lopez
Ph: 925-229-7366

H. Contract Amount:

\$1,536,000

A. Project Name:

Project 19A Sanitary Sewer Rehabilitation – College Terrace Area

B. Firms role and percent of work performed:

Prime Contractor, 100% of Work Performed.

C. Location of Project:

Palo Alto, Ca

D. Description of Project:

The work consists the rehabilitation of approximately 390 laterals, spot repairs and appurtenances including all incidental work and related work. Design, install and remove sheeting, shoring, bracing and other excavation supports. Replace existing 4" sewer lateral and reinstate existing 4" lateral to sewer main.

E. Name address and Phone Number of the Owner, including Owner Contact:

City of Palo Alto
250 Hamilton Ave
Palo Alto, Ca 94301

Contact: Sylvia Santos, PE

Ph: 650-566-4520

Email: sylvia.santos@cityofpaloalto.org

F. Name and address of the Design Engineer, including contact:

City of Palo Alto
250 Hamilton Ave
Palo Alto, Ca 94301

G. Name and address of the Inspector, including Contact:

City of Palo Alto
250 Hamilton Ave
Palo Alto, Ca 94301

Contact: Ronald Knox

Ph: 650-496-5948

H. Contract Amount:

\$944,800

A. Project Name:

Rhodes Court Sanitary Sewer Replacement

B. Firms role and percent of work performed:

Prime Contractor, 100% of work performed

C. Location of Project:

San Jose, Ca

D. Description of Project:

The work consists of the removal and replacement of approximately 655 linear feet of 6" Vitrified Clay Pipe sanitary, 655lf of trench paving and 200lf of 4" sanitary sewer lateral. This project includes the removal and construction of new manholes, and the reconnection of active sanitary sewer service laterals. Included in this project are the following; clearing, grubbing, removal of obstructions, diversion of sewage flows, laying and installation of new pipe conduit for the sanitary system, removal and/or abandonment of existing pipelines and manholes, pavement restoration, protection of existing utilities and appurtenances.

E. Name address and Phone Number of the Owner, including Owner Contact:

City of San Jose
Dept. of Public Works,
1661 Senter Rd., Bldg A
San Jose, Ca 95112

Contact: Alan Kam
Ph: 408-975-7483

F. Name and address of the design engineer, including contact:

City of San Jose
Dept. of Public Works,
1661 Senter Rd., Bldg A
San Jose, Ca 95112

Contact: Tim D Borden
Ph: 408-938-2000

G. Name and address of the Construction Manager, including Contact:

City of San Jose
Dept. of Public Works,
1661 Senter Rd., Bldg A
San Jose, Ca 95112

Contact: Janice Lee
Ph: 408-975-7454

H. Contract Amount:

\$295,425

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Ranger Pipelines, Incorporated as PRINCIPAL, and Safeco Insurance Company of America, a corporation duly organized under the laws of the State of Washington and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of Amount Bid DOLLARS (\$ (10%)).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on Thursday, June 25, 2009 for **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 23rd
day of June, 20 09.

PRINCIPAL

SURETY

Ranger Pipelines, Incorporated
Legal Company Name

Safeco Insurance Company of America
Legal Company Name

CORPORATION
Indicate Type of Entity

By Thomas Hunt
Title: PRESIDENT

By [Signature]
Title: Anthony F. Angelicola
Attorney in Fact

By Mary Kay Hunt
Title: CORPORATE
SECRETARY

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 13169

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

ANTHONY F. ANGELICOLA; JOHN J. CASEY; CECILY M. GIPSON; MAUREEN E. SCHMIDT; San Francisco, CA

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of June, 2009



Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On June 23, 2009
Date

before me, Adia A. Griffith, Notary Public
Here Insert Name and Title of the Officer

personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

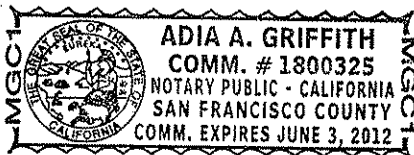
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Adia A. Griffith
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California }
County of San Francisco } SS.
}

On 06/25/09 before me, K. Kramer, a Notary Public
DATE NAME AND TITLE

personally appeared Thomas Hunt and Mary Shea-Hunt
NAME(S) OF SIGNER(S)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: BIDDER'S BOND

Document Date: _____ Number of Pages: _____

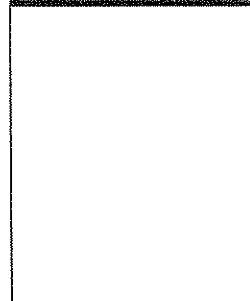
Signers Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: THOMAS HUNT and MARY SHEA-HUNT

- ☐ _____
☒ Corporate Officer - Title(s) PRESIDENT and CORPORATE SECRETARY
☐ Partner - _____ Limited _____ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF
SIGNER (IF REQUIRED)



Signer Is Representing: RANGER PIPELINES, INC.